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REQUEST FOR QUOTATIONS – CONSTRUCTION MSF AND SATELLITE INSTALLATION 19TC1021Q0006

A. PRICE

The Contractor shall complete all work, including furnishing all labor, material, equipment and services required under this purchase order for the following firm fixed price and within the time specified. This price shall include all labor, materials, all insurances, overhead and profit.

Pricing Table:

CLIN No.	MSF installation related works	Price in AED
1	Inspect and remove the entire grass, de-commission the zone valve service box/es, spray and drip irrigation pipes. Refer SOW para 3.1 for details.	
2	Excavate, form trench/s and lay 2" schedule 40 UPVC pipes for extending the electrical power. Lay 1" schedule 40 UPVC pipe for extending the telephone line. Route shall be from manhole # 3 to manhole # 2 and then the IP65 junction on the container/telephone outlet. Refer drawing notes for number of conduits and non/encased portion of the sleeves. Refer SOW para 3.2 thru 3.4 for details.	
3	Supply and lay Ducab or approved equal brand of 5 core, 600 volts rated unarmored copper 10 Sq.mm cable through the conduit sleeve. Refer SOW para 3.5 for details.	
4	Lay the Embassy supplied telephone/Cat 6 cable from the container telephone junction to the identified communication manhole. Refer SOW para 3.6 for details.	
5	Construct three numbers of Precast RCC manholes of 600x600x600 mm size as shown in the drawing and provide metallic covers. Refer SOW para 3.7 for details.	
6	Demolish the existing one of the footings of the light pole, fabricate, supply and install two numbers of light poles, including foundation. Form a trench/routing each of 1" schedule 40 PVC conduits for in/out cable entry arrangement and a conduit for connecting light fixtures. Refer SOW para 3.8 thru 3.10 for details.	
7	Supply and install eight (8) numbers of pre-cast concrete footings of 600x600x600 mm size (4000psi) in the identified areas based on the MSF and attach the provided L Profile (125X75X6X200 mm). Anchor with the concrete footing at specified locations by nuts and bolts. Refer SOW para 3.11 for details.	
8	A third-party inspected crane with valid certificate within 12 months shall require using it to relocate the new MSF to the identified area and position it. Refer SOW para 3.12 for details.	

9	All top and side portions at all four sides of the container to be covered with 18 mm thick Metal Fiber reinforced sheet. Refer SOW para 3.13 for details.	
10	Supply and install a signage (total one number) on the MSF wall as directed. Refer SOW para 3.14 for details.	
11	Fabricate and install a metallic ramp as indicated in the drawing. Refer SOW para 3.15 for details.	
12	Form an earth pit for connecting the MSF container. Refer SOW para 3.16 for details.	
13	Prepare the floor and lay PASCO or approved equal brand tiles for the area approximately 220 sq.m. Refer SOW para 3.28 & 3.29 for details.	
	Satellite terminal installation related works	
14	Install 1500 mm high 12-Gauge Half Slotted Metal Framing Strut Channel, Silver Galvanized Stand anchored to the ground to hold the sleeves of Telecom cables from the manhole # 2 to the north west corner of the contractor's breakroom. Refer SOW para 3.17 for details.	
15	Lay four new 2" HDPE sleeve for Telecom/Electrical cable from the contractor's breakroom to the manhole and extend all the way up to the existing underground telecom manhole. Refer SOW para 3.18 for details.	
16	Construct a concrete housekeeping pad (concrete pad) of 2.6 m x 2.6 m x 0.3 m size for the satellite terminal installation. Refer SOW para 3.19 for details.	
17	Form a trench and provide conduit sleeves from the manhole # 1 to the satellite terminal. Refer SOW para 3.20 for details.	
18	Fabricate a pole of 3 meter high, 10" dia schedule 80 metallic pipe galvanized/powder coated and install on the newly constructed housekeeping pad as shown in the drawing. A crane from a third-party inspected company with valid certificate within 12 months shall require using it for installing/positioning the pole. Refer SOW para 3.21 thru 3.24 for details.	
19	Form an earth pit for connecting the Satellite terminal and provide connection. Refer SOW para 3.25 for details.	
20	Supply and install aluminum louver on the housekeeping pad. Refer SOW para 3.26 for details.	
21	Supply and install signages (total four numbers), as directed. Refer SOW para 3.27 for details.	
Total Price (including all labor, materials, overhead and profit) in AED		

Estimated DBA Insurance in AED	
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A.1 VALUE ADDED TAX

VALUE ADDED TAX (VAT). The Contractor shall include VAT as a separate charge on the Invoice and as a separate line item in Section B.

B. SCOPE OF WORK

1.0 INTRODUCTION

- 1.1 The American Embassy in Abu Dhabi, United Arab Emirates has a requirement of services from a competent contractor to prepare the lawn area, install the container, construct satellite terminal with housekeeping pad arrangement and complete its associated works near water storage tank room area near CAC3 at American Embassy Compound.

2.0 GENERAL REQUIREMENTS

- 2.1. The Contractor to prepare the lawn area, form pavers flooring, complete other associated works near water storage tank room area by CAC3 at American Embassy Compound, Abu Dhabi, UAE.
- 2.2. This Statement of Work (SOW) details the requirement of the Contractor's service and provides specific work details shall be accomplished at site.
- 2.3. Below is the summary of services required by this contract: The Contractor shall
 - i. Inspect and remove the entire grass, de-commission the zone valve service box/s, spray and drip irrigation pipes.
 - ii. Excavate, form trench/s and lay 2" schedule 40 UPVC pipes for extending the electrical power. Lay 1" schedule 40 UPVC pipe for extending the telephone line. Route shall be from manhole # 3 to manhole # 2 and then the IP65 junction on the container/telephone outlet. Refer drawing notes for number of conduits and non/encased portion of the sleeves.
 - iii. Construct three numbers of Precast RCC manholes of 600x600x600 mm size as shown in the drawing and provide metallic covers.
 - iv. Fabricate, supply and install two numbers of light poles including foundation. Form a trench/routing each of 1" schedule 40 PVC conduits for in/out cable entry arrangement and a conduit for connecting light fixtures.
 - v. Supply and lay Ducab or approved equal brand of 5 core, 600 volts rated unarmored copper 10 Sq.mm cable through the conduit sleeve.

- vi. Contractor shall require using a third-party inspected crane with valid certificate within 12 months for relocating the new MSF to the identified area, and position it.
 - vii. Fabricate and install a metallic ramp as indicated in the drawing.
 - viii. Form an earth pit for connecting the MSF container and provide connection.
 - ix. Supply and install a signage (total one number) on the MSF wall as directed.
 - x. Supply and install eight (8) numbers of pre-cast concrete footings of 600x600x600 mm size (4000psi) in the identified areas based on the MSF and attach the provided “L” Profile (125X75X6X200 mm) Anchor with the concrete footing at specified locations by nuts and bolts.
 - xi. Fabricate a pole of 3meter high, 10” dia schedule 80 metallic pipe galvanized/powder coated and install on the newly constructed housekeeping pad as shown in the drawing. Rented crane from a third-party inspected company with valid certificate within 12 months may require using it for installing/positioning the pole.
 - xii. Form a trench and provide conduit sleeves from the manhole # 1 to the satellite terminal.
 - xiii. Install 1500 mm high 12-Gauge Half Slotted Metal Framing Strut Channel - Silver Galvanized Stand anchored to the ground to hold the sleeves of Telecom cables from the manhole # 2 to the north west corner of the contractor’s breakroom.
 - xiv. Supply and install aluminum lover on the housekeeping pad.
 - xv. Form an earth pit for connecting the Satellite terminal and provide connection.
 - xvi. Prepare the floor and lay PASCO or approved equal brand tiles for the area approximately 220 sq.m
 - xvii. Supply and install signages (total four numbers), as directed.
- 2.4. The Contractor shall provide necessary materials, labor, equipment, logistics, waste disposal and tools associated with the requested work.
- 2.5. The Contractor shall make all the arrangements required for completing the SOW and provide support Embassy facility to complete this project on given time frame.
- 2.6. The Contractor shall carry out the work in accordance with directions from the Contracting Officer (CO) or Contracting Officer's Representative/s (COR) in such that the disruption to other services is minimized.

3.0 SPECIFIC WORK REQUIREMENTS

- 3.1. Inspect and barricade the identified area by suitable means. Place safety cones and appropriate signages. Remove the entire grass. Upon ensuring from the Embassy COR that the main water supply to the spray and drip irrigation lines are disconnected, remove and dispose the existing zone valve service box/s and spray and drip irrigation pipes.
- 3.2. The container requires a power and telephone sleeves provision. The routes identified for forming a trench is shown in the reference drawings. Remove and secure the existing gravel (for relaying the gravel once the work is completed), excavate and form trench/s. Contractor is required to do only manual excavation while forming the trench as there are a few underground utility service lines pass through below ground. Refer drawing notes for non/encased portion of the sleeves.
- 3.3. Lay two numbers of 2" schedule 40 UPVC pipes as shown in the layout plan for extending the electrical power/telecom from the identified wall junction box on the water storage tank to the container. Refer drawing notes for non/encased portion of the sleeves.
- 3.4. Install an IP65 fully enclosed 16"x16"x10" lockable junction box at the west side of the container and shall be mounted at a height of 45".
- 3.5. Supply and lay 5 core, Ducab or approved equal brand of 600 volts rated unarmored copper 10 sq.mm three core cable from the container panel to the identified wall junction box on the water storage tank through one of the 2" UPVC sleeves. Refer layout plan for cable laying route. Terminate the one end at the container electrical panel. Pulling the cable from the wall junction box to inside the water storage tank room's main power panel and termination of the cable at the main power panel will be the responsibility by the Embassy Facility Management team.
- 3.6. Lay the Embassy supplied telephone/Cat 6 cable from the container telephone junction to the identified communication manhole. Pulling the cable from the manhole to the telephone main box and termination of both ends will be done by the Embassy Facility Management team.
- 3.7. Construct three numbers of manhole of 600x600x600 mm size as shown in the drawing. The manhole shall have bituminous damp proofing coated on all sides of the manhole. Provide metallic covers of heavy duty 600 mm x 600 mm size (90 kg), cast iron (KAJ brand / approve equal) manhole with 200mm concrete wall thickness and base pad concrete of 150 mm thickness with epoxy coated rebars, Screed concrete thickness 75 mm. Refer Duct bank details E drawing for more details.
- 3.8. Demolish one of the damaged light poles footing without causing damages to the existing conduits/wires. Construct two numbers of RCC footings to install two numbers of pole light fixtures at the designated locations per drawing. The footing shall have total 5Nos. schedule 40 PVC conduits. Form a trench/routing each of 1" schedule 40 PVC conduits

for in/out cable entry arrangement and a conduit for connecting 20mm dia x 3000 copper clad steel ground rod and two each for spares.

- 3.9. Lay a new 2" HDPE sleeves to both RCC footings for connecting both the proposed light fixtures, as shown in the layout plan.
- 3.10. Fabricate, supply and install two numbers of metallic light poles of 3" dia, 4.5 meter high. The light poles shall be sized per reference notes in the Light Pole Detail L drawing. Supplying and extending the wiring and grounding the poles from the source point to the new light fixtures and terminations will be done by Embassy Facility Management.
- 3.11. Supply and install eight (8) numbers of pre-cast concrete footings of 600x600x600 mm size (4000psi) at the identified area as indicated in the reference drawing. The supplied pre-cast footing shall be of good quality, reinforced and free from cracks. The footing shall have bituminous damp proofing coated on all sides of the footing.
- 3.12. Contractor shall require using a crane and relocate the new MSF that is at the Embassy Compound (near the work site) to the identified area and position it on the precast footings.
- 3.13. All top and side portions at all four sides of the container to be covered with 18 mm thick Metal Fibre reinforced sheet. Use appropriate sealant at the places shown in the reference footing layout drawing. Drip course and corner flashing to be used wherever required. The Joint between MSF with metal reinforced sheet and ground and metal reinforced sheet shall be appropriately sealed. Refer Precast footing detail J drawing for details.
- 3.14. Supply and install a signage (total one number) on the MSF wall as directed. Refer Detail B drawing for detail.
- 3.15. Fabricate and install a metallic ramp as indicated in the drawing. The ramp dimensions are 1480 wide x 3000 long. It shall be constructed of 100 mm x 50 mm size Structural main I Beam and 50 x 50mm structural I beam for fillers, galvanized and epoxy painted. The ramp shall have 1065 mm high x 38 mm dia carbon steel guard rail galvanized, and epoxy painted to the specified grey color. The pipes shall be schedule 40. Refer drawing Detail C for more details.
- 3.16. Provide 1 No. of grounding pit as shown in reference Detail K drawing for more details. Ground the metallic satellite terminal with a 120sq.mm bare copper conductor and connect it to the MSF container.
- 3.17. Install 1500 mm high 12-Gauge Half Slotted Metal Framing Strut Channel - Silver Galvanized Stand anchored to the ground to hold the sleeves of Telecom cables (Telecom cable to penetrate the Porta cabin from this point) at the north west corner of the

contractor's breakroom as shown in the layout plan. Refer standalone junction box drawing for more details.

- 3.18. Lay four new 2" HDPE sleeve for Telecom/Electrical cable from the contractor's breakroom to the manhole # 2 and extend all the way up to the existing underground telecom manhole through manhole # 1. Refer drawing notes for the route and non/encased portion of the sleeves. Extend the sleeves into the existing underground telecom manhole and at the contractor's breakroom. Penetration shall be done at the depth of 550 mm and performed only by certified company personnel who shall be experienced in similar works.
- 3.19. Construct a concrete housekeeping pad (concrete pad) of 2.6 m x 2.6 m x 0.3 m size for the satellite terminal installation. The reinforcing steel shall be deformed steel confirming to ASTM A615 grade 60 or BS 4449/97 GR 460B T2 standards. The rebar shall be 16 mm dia epoxy coated. The reinforcement bars shall be epoxy coated. Concrete shall be of Portland gray cements confirming to ASTM C-150 Type 1. Air content shall be between 5-6%. Concrete shall meet minimum compressive strength of 4000 psi at 28 days and 40 Newton water proofing quality. The contractor shall provide concrete test results to the Embassy. The entire housekeeping pad surface shall be epoxy coated.
- 3.20. Lay 2 numbers of 2" dia schedule 40HDPE conduit from the manhole at the north-west corner by the housekeeping pad and extend it to the housekeeping pad and stubbed it to the junction box. Refer layout plan for details.
- 3.21. Fabricate a pole of 3-meter-high, 10" dia schedule 40 metallic pipe preferably powder coated and install at the concrete foundation as shown in the drawing. Pole base plate shall be 20 mm thick. Stiffener plates (total 6 Nos) shall be 12 mm thickness. Pole shall be mounted on the housekeeping pad on the embedded 200 mm long galvanized M24 J anchor bolts and nuts with back-levelling nuts & lockable washers. Install four numbers of 10 mm dia stainless steel tie-back cables. Refer Connection & reinforcement Detail B drawing for details. Grout the gaps wherever necessary.
- 3.22. At the top of the pole, weld 10" dia flange and use 6 Nos. of 10 mm thick stiffener plates. Form the 10" dia flange joint and the top flange (the top flange may require welding with a base plate of 6.62" dia plate and the Contractor will be guided at the time of execution). Use appropriate steel nuts and bolts to securely connect it. Refer drawing Connection & reinforcement Detail B for details. Supplying 6.62" dia pole is not a part of the Contractor's scope.
- 3.23. One number of 2" dia conduit for coaxial cable shall be attached to support at suitable intervals. At the bottom of the conduit mount an IP65 metallic junction box. Connect all the conduits to the junction box. Refer the Construction details for satellite terminal sheet # 2 drawing for details.
- 3.24. Provide cable pulling rope/string for all the Contractor installed conduit sleeves.

- 3.25. Provide 1 No. of grounding pit as shown in reference Detail K drawing for more details. Ground the metallic satellite terminal with a 120 sq.mm bare copper conductor and connect it to the Satellite terminal.
- 3.26. Supply and install aluminum vertical lover on the housekeeping pad. The lover shall be 2.45 mx2.4 m and 1.2 m be the height. The lover arrangement shall have one single door of 1.2 m wide lockable gate.
- 3.27. Supply (total four numbers) and mount a warning sign on each side against the lover. Refer drawing Connection & reinforcement Detail B for details. The color of the louvres shall be grey color as specified.
- 3.28. Clear the topsoil from area as shown in the drawing and install pavers for approximately 220 sq.m The pavers shall be 8-centimeter-thick solid PASCO make or approved equal brand UNIBLOCK in gray color or similar to existing pavers. Concrete Pavers shall be solid concrete, standard sized, paving units, ASTM C 936 or BS 6717, or an approved standard, made from normal weight aggregates in sizes and shapes indicated. Pavers will meet the requirements for strength, absorption and abrasion for ASTM C 936 or BS 6717. Polythene sheet shall be of grade 1500. Obtain quality controlled, graded aggregate for sub-base material and washed fine gravel for base material. Sand for leveling course shall be fine, sharp, non-plastic aggregate complying with BS 882. Sand for joints shall be per BS 882 with 100 percent passing the No. 8 sieve. Compact soil sub-grade uniformly and place graded aggregate for sub-base and base over compacted sub-grade. Provide compacted thickness of 10 centimeter for base and sub-base. Place sand for level course such that moisture content remains constant and the density is loose and constant until concrete pavers are set and compacted. The leveling course shall be of a minimum of 50mm after compaction. Compaction ratio shall be 90%. Avoid excessive thick layer to avoid settlement under traffic. Set pavers with a minimum joint width of 1.5 mm and a maximum of 5 mm and without affecting the level of the base. Use vibrators on concrete pavers to level the course with a low amplitude plate vibrator capable of a 25 to 35 MPa compaction force and with rubber base. Perform at least three passes across paving with vibrator. Spread dry sand and fill joints immediately after vibrating pavers into leveling course. Brush and vibrate sand until joints are completely filled and then remove surplus sand. Barricade the installed concrete pavers until sand has been vibrated into joints. Refer Interlocking detail G and H drawing for more details.
- 3.29. Cover all the laid UPVC pipes with sweet sand. Lay Pasco/suitable tiles and warning tap on top of sweet sand. Close the remaining level of trench between the water storage tank room to the contractor's breakroom and relay the gravel. Back-fill the trench to the level and supply sweet sand and gravel if required.

4.0 EXCLUSIONS

Following tasks are not part of this contract:

- 4.1 Relocation of existing spray and drip irrigation main lines and irrigation power lines to the suitable location.
- 4.2 Supplying telephone cable and termination of both ends of telephone cable.
- 4.3 Extending the UPVC sleeves and laying power and telephone cables beyond the identified wall junction box on the water storage tank room wall up to the source point.
- 4.4 Termination of one of the power cables ends that goes inside the water storage tank room.
- 4.5 Supplying the container and the satellite antenna.
- 4.6 Mounting the junction boxes, termination and providing power at the Contractor's room.
- 4.7 Laying communication cables, fiber optic cable from the satellite terminal to the underground telecom manhole.
- 4.8 Installation of AC units.

5.0 RESPONSIBILITY OF THE CONTRACTOR

- 5.1 The Contractor shall be responsible for the professional quality, safety, and the coordination and other services furnished under this contract.
- 5.2 The Contractor shall identify a Project Coordinator [PC] who shall be responsible for the overall management of the work and shall represent the Contractor during the course of the contract. He/she must have good English speaking/writing skills to communicate with the Embassy CO and COR.
- 5.3 The Contractor shall be required to verify the site conditions and notify the COR of any potential changes in method or detail of the works.
- 5.4 All documentation produced for this project will become the ownership of the Embassy at the completion of this project.
- 5.5 The Contractor shall verify and supply all materials, equipment and labor to accomplish the work on time, as instructed. Contractor's supplied materials will be inspected by the Embassy COR or his representative when delivered it to the Embassy Compound.
- 5.6 Crane or any other lifting equipment and its associated slings, chains, shackles, spreader bars and using qualified experienced personal for this work will be the responsibility of the Contractor.

- 5.7 The work shall be executed in a diligent manner in accordance with a negotiated firm fixed price and performance period.
- 5.8 The Contractor must ensure that removal and disposal of debris should be done in a timely manner so that it will not disturb the routine maintenance work and other activities of the Embassy and will not cause overflow of disposable materials in any location. The work areas shall be cleaned every day before the contractor's personnel leaves the work for the day.
- 5.9 Working time for the project shall vary depending on the type of work to be completed. Normal work hours will be 8:00 a.m. through 5:00 p.m. from Sunday thru Thursday. One day weekend shall be availed by the Contractor personnel and the day of the weekend shall be determined.
- 5.10 The Embassy will provide Water and Electricity to the Contractor's work. Extending water and electricity source from the Embassy identified location to the work area is the responsibility of the Contractor.
- 5.11 The Contractor shall regulate the unnecessary movement of personnel in areas other than those designated for the job.
- 5.12 The Contractor shall be and remain liable to the Embassy in accordance with applicable law for all damages to the Embassy caused by the Contractor's negligent performance of any of the services furnished under this contract.

6.0 CONTRACT ADMINISTRATION

- 6.1 The Contractor shall not conduct any work that is beyond this Statement of Work unless directed in writing by the Contracting Officer. Any work done by the Contractor beyond this SOW without direction from the CO will be at the Contractor's own risk and at no cost to the US Embassy Abu Dhabi.
- 6.2 The Contracting Officer shall issue a Notice to Proceed [NTP] to the Contractor for commencing work under the contract after satisfactory completion of contract requirements/deliverables.
- 6.3 The Contracts Management Specialist at the U.S. Embassy in Abu Dhabi may serve as the Contracting Officer's Representative [COR] for this work. Decision of the COR with respect to SOW will be final.
- 6.4 The total period of performance for project completion will remain at eight (8) weeks, after issuance of the NTP.
- 6.5 If any of the Contractor's services do not conform to the contract requirements, the COR may require the Contractor to perform the services again in conformity with the contract requirements. The U.S. Embassy Abu Dhabi may by contract or otherwise, perform the

services and charge the Contractor any cost incurred by the U.S. Embassy Abu Dhabi that is directly related to the performance of such service or terminate the contract for default.

- 6.6 The U.S. Embassy Abu Dhabi has the right to terminate this contract for convenience at any Phase in whole, or from time to time, if the Contracting Officer determines it is in the interest of the U.S. Government.

7.0 SAFETY

- 7.1. It is the responsibility of the Contractor to provide qualified personal for this project and must adhere strict safety and quality control procedures. The contractor personnel designated shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety and similar matters.
- 7.2. It is Contractor's responsibility to provide coveralls, safety shoes, gloves, dust masks or any other safety items so that all the works shall be carried out without any lost time accidents.
- 7.3. The COR may require additional safety procedures, if deemed necessary to perform inside the U.S. Embassy compound. The Contractor must comply with all safety requirements. The Contractor shall promptly report all accidents resulting in lost time, disabling, or fatal injuries to the COR.
- 7.4. The Contractor requires providing a Risk Assessment Plan specific to the requested work, along with the cost proposal.
- 7.5. Crane or any other lifting equipment and its associated slings, chains, shackles, spreader bars should have valid certifications and suitable for the intended load.
- 7.6. Rigging and lifting should be done by qualified experienced personal and lifting plan shall be discussed with Embassy COR/safety team in detail.
- 7.7. The Contractor shall bear complete responsibility for safe performance of work at site and comply with all local laws pertaining to construction labor and safety. In addition, the safety requirements relative to this SOW as contained in the USACE Manual EM 385-1-1 shall apply. In case of a conflict between the local laws and the requirements of EM 385-1-1, the stringent of the two shall apply. A soft copy of the USACE Manual EM 385-1-1 is available in the following link:
http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1_English_2003.pdf

Refer:

EM 385-1-1 Section 05.A (General), 05.B (Eye and Face protection), 05.D (Head protection), 05.E (Protective footwear), 05.F (High visibility apparel), 05.G (Respiratory protection) and 05.H (Hand protection)

EM 385-1-1 Section 13.A.02 (Hand and power tools use, inspection and maintenance),
34-A.03 (Guarding)
EM 385-1-1 Section 14 (Material handling, storage and disposal)
EM 385-1-1 Section 15 (Rigging)
EM 385-1-1 Section 16 (Machinery and mechanized equipment)
EM 385-1-1 Section 21 (Safe access and fall protection)
EM 385-1-1 Section 27.E (Structural steel assembly)

8.0 MOBILIZATION

- 8.1. Upon receipt of NTP, the Contractor shall survey the existing site conditions. Specific analysis shall include feasibility study of the existing conditions, approval and procurement of materials. The Contractor shall provide proposed material catalog cuts for the COR to review and approve prior to proceeding for procurement of materials.
- 8.2. Upon approval of submittals the Contractor shall mobilize resources and start the installation works. The staging area for Contractor materials and equipment will be determined by the Embassy.

9.0 SECURITY REQUIREMENTS

- 9.1. The work shall be performed under this contract requires that the Contractor and its employees submit passport copies with valid UAE visa details for review by the Embassy Security office. Information submitted by the Contractor will not be disclosed beyond the Embassy. Facility Management personnel will escort the Contractor personnel on site.
- 9.2. The Contractor shall coordinate material and equipment deliveries with the COR who in turn will coordinate it with the Embassy Security office for access approval. The Contractor shall provide vehicle and delivery personnel information in advance.

10.0 PAYMENTS

- 10.1 This is a fixed price lump sum contract. The Contractor may submit payment requests to cover the value of labor and materials completed to date. The COR will process the invoice for further payment approval.
- 10.2 The Contractor shall specifically identify their last invoice "Final Invoice." The Final invoice shall include the remaining payment claimed to be due under the basic contract and all modifications issued, if any.

11.0 DRAWINGS

See attachment # 3 (13 pages).

C. PACKAGING AND MARKING

(Reserved)

D. INSPECTION AND ACCEPTANCE

The COR, or his/her authorized representatives, will inspect from time to time the services being performed and the supplies furnished to determine whether work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

1. The COR has the right to inspect and test all services called for by the contract, to the extent practicable always and places during the term of the contract. The COR or his representative/s may perform quality assurance inspections of the rendered service.
2. The COR has the authority to issue a temporary stop order during the execution of any particular phase of this SOW. This authority may be executed, when the U.S. Embassy Abu Dhabi requires time for official functions or is in possession of specific credible information indicating that the lives of the U.S. Embassy Abu Dhabi personnel are immediately threatened and that the execution of the project will increase the U.S. Embassy Abu Dhabi vulnerability. The Contractor shall promptly notify the CO that work has been stopped.
3. Workmanship warranty of 12 months period for all the works shall be provided by the Contractor from the date of completion and acceptance of the project.

D.1 SUBSTANTIAL COMPLETION

(a) "*Substantial Completion*" means the stage in the progress of the work as determined and certified by the Contracting Officer in writing to the Contractor, on which the work (or a portion designated by the Government) is sufficiently complete and satisfactory. Substantial completion means that the property may be occupied or used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which:

- (1) do not interfere with the intended occupancy or utilization of the work, and
- (2) can be completed or corrected within the time period required for final completion.

(b) The "date of substantial completion" means the date determined by the Contracting Officer or authorized Government representative as of which substantial completion of the work has been achieved.

Use and Possession upon Substantial Completion - The Government shall have the right to take possession of and use the work upon substantial completion. Upon notice by the Contractor that the work is substantially complete (a Request for Substantial Completion) and an inspection by the Contracting Officer or an authorized Government representative (including any

required tests), the Contracting Officer shall furnish the Contractor a Certificate of Substantial Completion. The certificate will be accompanied by a Schedule of Defects listing items of work remaining to be performed, completed or corrected before final completion and acceptance. Failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use upon substantial completion shall not be deemed an acceptance of any work under the contract.

D.2 FINAL COMPLETION AND ACCEPTANCE

D.2.1 "Final completion and acceptance" means the stage in the progress of the work as determined by the Contracting Officer and confirmed in writing to the Contractor, at which all work required under the contract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.

D.2.2 The "*date of final completion and acceptance*" means the date determined by the Contracting Officer when final completion of the work has been achieved, as indicated by written notice to the Contractor.

D.2.3 FINAL INSPECTION AND TESTS. The Contractor shall give the Contracting Officer at least five (5) days advance written notice of the date when the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.

D.2.4 FINAL ACCEPTANCE. If the Contracting Officer is satisfied that the work under the contract is complete (with the exception of continuing obligations), the Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment upon:

- Satisfactory completion of all required tests,
- A final inspection that all items by the Contracting Officer listed in the Schedule of Defects have been completed or corrected and that the work is finally complete (subject to the discovery of defects after final completion), and
- Submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance).

E. DELIVERIES OR PERFORMANCE

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to:

- (a) commence work under this contract within 7 (seven) calendar days after the date the Contractor receives the Notice to Proceed,
- (b) prosecute the work diligently, and,
- (c) complete the entire work ready for use not later than 56 days.

The time stated for completion shall include final cleanup of the premises.

52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEPT 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of **AED 900** for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Default clause.

CONTRACTOR'S SUBMISSION OF CONSTRUCTION SCHEDULES

(a) The time for submission of the schedules referenced in FAR 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect the due date for submission as " 10 calendar days after receipt of an executed contract".

(b) These schedules shall include the time by which shop drawings, product data, samples and other submittals required by the contract will be submitted for approval.

(c) The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the Contracting Officer to achieve coordination with work by the Government and any separate contractors used by the Government. The Contractor shall submit a schedule, which sequences work so as to minimize disruption at the job site.

(d) All deliverables shall be in the English language and any system of dimensions (English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed due to delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. The Contractor shall identify each deliverable as required by the contract.

(e) Acceptance of Schedule: When the Government has accepted any time schedule; it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not:

- (1) Extend the completion date or obligate the Government to do so,
- (2) Constitute acceptance or approval of any delay, or
- (3) Excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

NOTICE OF DELAY

If the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in late completion of the project, the Contractor shall notify the Contracting Officer. The Contractor's notice shall state the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. The Contractor shall give such notice promptly, not more than ten (10) days after the first event giving rise to the delay or prospective delay. Only the Contracting Officer may make revisions to the approved time schedule.

NOTICE TO PROCEED

(a) After receiving and accepting any bonds or evidence of insurance, the Contracting Officer will provide the Contractor a Notice to Proceed. The Contractor must then prosecute the work, commencing and completing performance not later than the time period established in the contract.

(b) It is possible that the Contracting Officer may elect to issue the Notice to Proceed before receipt and acceptance of any bonds or evidence of insurance. Issuance of a Notice to Proceed by the Government before receipt of the required bonds or insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

WORKING HOURS

All work shall be performed during 8:00 a.m. through 5:00 p.m. from Sunday thru Thursday. Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative (COR). The Contractor shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours, initiated by the Contractor, will not be a cause for a price increase.

PRECONSTRUCTION CONFERENCE

A preconstruction conference will be held 10 days after contract award at the U.S. Embassy, Abu Dhabi to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that effect construction progress. See FAR 52.236-26, Preconstruction Conference.

DELIVERABLES - The following items shall be delivered under this contract:			
<u>Description</u>	<u>Quantity</u>	<u>Deliver Date</u>	<u>Deliver To</u>
Section G. Insurance including DBA	1	10 days after award	CO
Section G. Performance bond/Bank Guarantee	1	10 days after award	CO
Section E. Construction Schedule	1	10 days after award	COR
Section E. Preconstruction Conference	1	10 days after award	COR
Section G. Personnel Biographies	1	10 days after award	COR
Section F. Payment Request	1	Last calendar day of each month	COR
Section D. Request for Substantial Completion	1	15 days before inspection	COR
Section D. Request for Final Acceptance	1	5 days before inspection	COR

F. ADMINISTRATIVE DATA

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is **Contracts Management Specialist**.

Payment: The Contractor's attention is directed to Section H, 52.232-5, "Payments Under Fixed-Price Construction Contracts". The following elaborates on the information contained in that clause.

Requests for payment, may be made no more frequently than monthly. Payment requests shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

After receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the Contracting Officer shall make a determination as to the amount, which is then due. If the Contracting Officer does not approve payment of the full amount applied for, less the retainage allowed by in 52.232-5, the Contracting Officer shall advise the Contractor as to the reasons.

Under the authority of 52.232-27(a), the 14 day period identified in FAR 52.232-27(a)(1)(i)(A) is hereby changed to 30 days.

The Financial Management Officer at USMissionUAEInvoices@state.gov
U.S. Embassy, Abu Dhabi
P.O. Box 4009, United Arab Emirates

Invoice Submission. The contractor shall submit soft copy of the invoice(s) to the US Embassy Abu Dhabi Financial Management Center via email at USMissionUAEInvoices@state.gov in PDF or JPEG format. Hard copy invoices will not be accepted. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

The Contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

G. SPECIAL REQUIREMENTS

G.1.0 PERFORMANCE/PAYMENT PROTECTION - The Contractor shall furnish some form of payment protection as described in 52.228-13 in the amount of 20% of the contract price.

G.1.1 The Contractor shall provide the information required by the paragraph above within ten (10) calendar days after award. Failure to timely submit the required security may result in rescinding or termination of the contract by the Government. If the contract is terminated, the Contractor will be liable for those costs as described in FAR 52.249-10, Default (Fixed-Price Construction), which is included in this purchase order.

G.1.2 The bonds or alternate performance security shall guarantee the Contractor's execution and completion of the work within the contract time. This security shall also guarantee the correction of any defects after completion, the payment of all wages and other amounts payable by the Contractor under its subcontracts or for labor and materials, and the satisfaction or removal of any liens or encumbrances placed on the work.

G.1.3 The required securities shall remain in effect in the full amount required until final acceptance of the project by the Government. Upon final acceptance, the penal sum of the performance security shall be reduced to 10% of the contract price. The security shall remain in effect for one year after the date of final completion and acceptance, and the Contractor shall pay any premium required for the entire period of coverage.

G.2.0 INSURANCE - The Contractor is required by FAR 52.228-5, "Insurance - Work on a Government Installation" to provide whatever insurance is legally necessary. The Contractor shall at its own expense provide and maintain during the entire performance period the following insurance amounts:

G.2.1 GENERAL LIABILITY (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury) :

(1) BODILY INJURY, ON OR OFF THE SITE, IN AED	
Per Occurrence	AED 1,500,000.00
Cumulative	AED 1,500,000.00
(2) PROPERTY DAMAGE, ON OR OFF THE SITE, IN AED	
Per Occurrence	AED 1,500,000.00
Cumulative	AED 1,500,000.00

G.2.2 The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as

provided by law or sufficient to meet normal and customary claims.

G.2.3 The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising therefrom, except in the instance of gross negligence on the part of the Government.

G.2.4 The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

G.2.5 The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

G.3.0 DOCUMENT DESCRIPTIONS

G.3.1 SUPPLEMENTAL DOCUMENTS: The Contracting Officer shall furnish from time to time such detailed drawings and other information as is considered necessary, in the opinion of the Contracting Officer, to interpret, clarify, supplement, or correct inconsistencies, errors or omissions in the Contract documents, or to describe minor changes in the work not involving an increase in the contract price or extension of the contract time. The Contractor shall comply with the requirements of the supplemental documents, and unless prompt objection is made by the Contractor within 20 days, their issuance shall not provide for any claim for an increase in the Contract price or an extension of contract time.

G.3.1.1. RECORD DOCUMENTS. The Contractor shall maintain at the project site:

- (1) a current marked set of Contract drawings and specifications indicating all interpretations and clarification, contract modifications, change orders, or any other departure from the contract requirements approved by the Contracting Officer; and,
- (2) a complete set of record shop drawings, product data, samples and other submittals as approved by the Contracting Officer.

G.3.1.2. "As-Built" Documents: After final completion of the work, but before final acceptance thereof, the Contractor shall provide:

- (1) a complete set of "as-built" drawings, based upon the record set of drawings, marked to show the details of construction as actually accomplished; and,
- (2) record shop drawings and other submittals, in the number and form as required by the specifications.

G.4.0 LAWS AND REGULATIONS - The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict between the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

G.4.1 The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

G.4.2 The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

G.4.3 The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause.

G.5.0 CONSTRUCTION PERSONNEL - The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct by or among those employed at the site. The Contractor shall ensure the preservation of peace and protection of persons and property in the neighborhood of the project against such action. The Contracting Officer may require, in writing that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

G.5.1 If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

G.5.2 After award, the Contractor has ten calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take 30 days to perform. For each individual the list shall include:

Full Name (Last, First and Middle)
Place and Date of Birth
Current Address with P.O. Box number
Emirates ID or Passport Number

Failure to provide any of the above information may be considered grounds for rejection and/or resubmittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. This badge may be revoked at any time due to the falsification of data, or misconduct on site.

G.5.3 The Contractor shall provide an English speaking supervisor on site at all times. This position is considered as key personnel under this purchase order.

G.6.0 Materials and Equipment - All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified. All workmanship shall be of good quality and performed in a skillful manner that will withstand inspection by the Contracting Officer.

G.7.0 SPECIAL WARRANTIES

G.7.1 Any special warranties that may be required under the contract shall be subject to the stipulations set forth in 52.246-21, "Warranty of Construction", as long as they are not in conflict.

G.7.2 The Contractor shall obtain and furnish to the Government all information required to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective. The Contractor shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

G.8.0 EQUITABLE ADJUSTMENTS

Any circumstance for which the contract provides an equitable adjustment that causes a change within the meaning of paragraph (a) of the "Changes" clause shall be treated as a change under that clause; provided, that the Contractor gives the Contracting Officer prompt written notice (within 20 days) stating:

- (a) the date, circumstances, and applicable contract clause authorizing an equitable adjustment and
- (b) that the Contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract

The Contractor shall provide written notice of a differing site condition within 10 calendar days of occurrence following FAR 52.236-2, Differing Site Conditions.

G.9.0 ZONING APPROVALS AND PERMITS

The Government shall be responsible for:

- obtaining proper zoning or other land use control approval for the project

- obtaining the approval of the Contracting Drawings and Specifications
- paying fees due for the foregoing; and,
- for obtaining and paying for the initial building permits.

H. CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>. Please note these addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <https://www.ecfr.gov/cgi-bin/text-idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse/Title48/48chapter6.t> to access links to the FAR. You may also use an internet “search engine” (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clause(s) is/are incorporated by reference (48 CFR CH. 1):

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.202-1	DEFINITIONS (JUN 2020)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2018)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (JUN 2020)
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)
52.213-4	TERMS AND CONDITIONS-SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (OCT 2020)
52.216-7	ALLOWABLE COST AND PAYMENT (JUN 2013)

52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2018)
52.222-50	COMBATING TRAFFICKING IN PERSONS (OCT 2020)
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-4	WORKERS’ COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.228-11	PLEDGES OF ASSETS (JAN 2012)
52.228-13	ALTERNATIVE PAYMENT PROTECTION (JULY 2000)
52.228-14	IRREVOCABLE LETTER OF CREDIT (NOV 2014)
52.228-15	PERFORMANCE AND PAYMENT BONDS-CONSTRUCTION (JUN 2020)
52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)
52.229-7	TAXES- FIXED PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (FEB 2013)
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)
52.232-8	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
52.232-11	EXTRAS (APR 1984)
52.232-18	AVAILABILITY OF FUNDS (APR 1984)
52.232-22	LIMITATION OF FUNDS (APR 1984)
52.232-25	PROMPT PAYMENT (JULY 2013)

- 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (MAY 2014)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD
MANAGEMENT (OCT 2018)
- 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN
SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
- 52.233-1 DISPUTES (MAY 2014) *Alternate I (DEC 1991)*
- 52.233-3 PROTEST AFTER AWARD (AUG 1996)
- 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)
- 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK
(APR 1984)
- 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)
- 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
- 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)
- 52.236-8 OTHER CONTRACTS (APR 1984)
- 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT,
UTILITIES, AND IMPROVEMENTS (APR 1984)
- 52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)
- 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
- 52.236-12 CLEANING UP (APR 1984)
- 52.236-13 ACCIDENT PREVENTION (NOV 1991)
- 52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
- 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
- 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)
- 52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)
- 52.242-14 SUSPENSION OF WORK (APR 1984)

- 52.243-4 CHANGES (JUN 2007)
- 52.243-5 CHANGES AND CHANGED CONDITIONS (APR 1984)
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (OCT 2020)
- 52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)
- 52.245-9 USE AND CHARGES (APR 2012)
- 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)
- 52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003)
- 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)
- 52.246-26 REPORTING NONCONFORMING ITEMS (DEC 2019)
- 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) *Alternate I (SEPT 1996)*
- 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)
- 52.249-14 EXCUSABLE DELAYS (APR 1984)

I. FAR CLAUSES INCORPORATED IN FULL TEXT

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN
TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
(AUG 2020)

(a) Definitions. As used in this clause—

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National

Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation 4.2104.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established

procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the Contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the Contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an e-mail signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");

- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

652.236-70 ADDITIONAL SAFETY MEASURES (OCT 2017)

In addition to the safety/accident prevention requirements of FAR 52.236-13, Accident Prevention Alternate I, the contractor shall comply with the following additional safety measures.

(a) *High Risk Activities.* If the project contains any of the following high risk activities, the contractor shall follow the section in the latest edition, as of the date of the solicitation, of the U.S. Army Corps of Engineers Safety and Health manual, EM 385-1-1, that corresponds to the high risk activity. Before work may proceed, the contractor must obtain approval from the COR of the written safety plan required by FAR 52.236-13, Accident Prevention Alternate I (see paragraph (f) below), containing specific hazard mitigation and control techniques.

- (1) Scaffolding;
- (2) Work at heights above 1.8 meters;
- (3) Trenching or other excavation greater than one (1) meter in depth;
- (4) Earth-moving equipment and other large vehicles;
- (5) Cranes and rigging;
- (6) Welding or cutting and other hot work;
- (7) Partial or total demolition of a structure;
- (8) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;
- (9) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);
- (10) Hazardous materials - a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations, which

creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or

(11) Hazardous noise levels as required in EM 385-1 Section 5B or local standards if more restrictive.

(b) *Safety and Health Requirements.* The contractor and all subcontractors shall comply with the latest edition of the U.S. Army Corps of Engineers Safety and Health manual EM 385-1-1, or OSHA 29 CFR parts 1910 or 1926 if no EM 385-1-1 requirements are applicable, and the accepted contractor's written safety program.

(c) *Mishap Reporting.* The contractor is required to report **immediately** all mishaps to the COR and the contracting officer. A "mishap" is any event causing injury, disease or illness, death, material loss or property damage, or incident causing environmental contamination. The mishap reporting requirement shall include fires, explosions, hazardous materials contamination, and other similar incidents that may threaten people, property, and equipment.

(d) *Records.* The contractor shall maintain an accurate record on all mishaps incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.

(e) *Subcontracts.* The contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) *Written program.* The plan required by paragraph (f)(1) of the clause entitled "Accident Prevention Alternate I" shall be known as the Site Safety and Health Plan (SSHP) and shall address any activities listed in paragraph (a) of this clause, or as otherwise required by the contracting officer/COR.

(1) The SSHP shall be submitted at least 10 working days prior to commencing any activity at the site.

(2) The plan must address developing activity hazard analyses (AHAs) for specific tasks. The AHAs shall define the activities being performed and identify the work sequences, the specific anticipated hazards, site conditions, equipment, materials, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level of risk. Work shall not begin until the AHA for the work activity has been accepted by the COR and discussed with all engaged in the activity, including the Contractor, subcontractor(s), and Government on-site representatives.

(3) The names of the Competent/Qualified Person(s) required for a particular activity (for example, excavations, scaffolding, fall protection, other activities as specified by EM 385-1-1) shall be identified and included in the AHA. Proof of their competency/qualification shall be submitted to the contracting officer or COR for acceptance

prior to the start of that work activity. The AHA shall be reviewed and modified as necessary to address changing site conditions, operations, or change of competent/qualified person(s).

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

(1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That is has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

(End of clause)

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the Contracting Officer.

(End of clause)

I. LIST OF ATTACHMENTS

ATTACHMENT NUMBER	DESCRIPTION OF ATTACHMENT	NUMBER OF PAGES
Attachment 1	Sample Bank Letter of Guaranty	1
Attachment 2	Breakdown of Price by Divisions of Specifications	1
Attachment 3	Drawings	13

J. QUOTATION INFORMATION

The Offeror shall include Defense Base Act (DBA) insurance premium costs covering employees. The offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>

A. QUALIFICATIONS OF OFFERORS

Offerors/quoters must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror/Quoter must meet the following requirements and evidence shall be submitted:

- (1) Be able to understand written and spoken English;
- (2) Have an established business with a permanent address and telephone listing;
- (3) Be able to demonstrate prior construction experience for the past three years with suitable references;
- (4) Have the necessary personnel, equipment and financial resources available to perform the work;
- (5) Have all licenses and permits required by local law;
- (6) Meet all local insurance requirements;
- (7) Have the ability to obtain or to post adequate performance security, such as bonds, irrevocable letters of credit or guarantees issued by a reputable financial institution;
- (8) Have no adverse criminal record; and
- (9) Have no political or business affiliation which could be considered contrary to the interests of the United States.
- (10) Audited financial statement for the past three years.

B. SUBMISSION OF QUOTATIONS

This solicitation is for the performance of the construction services described in SCOPE OF WORK, and the Attachments which are a part of this request for quotation.

Each quotation must consist of the following:		
VOLUME	TITLE	NUMBER OF COPIES*
I	Standard Form 1442 including a completed Attachment 2, "BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS	2
II	Performance schedule in the form of a "bar chart" and Business Management/Technical Proposal	2

Submit soft copy of the quotation along with duly filled SF 1442, Solicitation pricing table, Breakdown of proposal price by Divisions of Specifications (Volume I and II) etc. to the

Contracting Officer at AbuDhabiContracts@state.gov and, use the address set forth below for hard copy submission:

The Contracting Officer
General Services Officer
U.S. Embassy, Abu Dhabi
P.O. Box 4009
Abu Dhabi, United Arab Emirates

The Offeror/Quoter shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this request for quotation in the appropriate volume of the offer.

Volume II: Performance schedule and Business Management/Technical Proposal.

(a) Present the performance schedule in the form of a "bar chart" indicating when the various portions of the work will be commenced and completed within the required schedule. This bar chart shall be in sufficient detail to clearly show each segregable portion of work and its planned commencement and completion date.

(b) The Business Management/Technical Proposal shall be in two parts, including the following information:

Proposed Work Information - Provide the following:

- (1) A list of the names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;
- (2) Submit brief note about business profile of the Offeror.
- (3) The name and address of the Offeror's field superintendent for this project; i.e. submit name of the competent Supervisor/in-charge who assigned to reserve this work.
- (4) Briefly narrate or submit CV of the Supervisor/in-charge's technical field experiences similar to the requested work.
- (5) A list of the names, addresses, and telephone numbers of subcontractors and principal materials suppliers to be used on the project, indicating what portions of the work will be performed by them; and,
- (6) Experience and Past Performance - List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:
 - (i) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;
 - (ii) Contract number and type;
 - (iii) Date of the contract award place(s) of performance, and completion dates; Contract value (in AED);
 - (iv) Brief description of the work, including responsibilities; and
 - (v) Any litigation currently in process or occurring within last 5 years.

- (7) Submit a method statement for accomplishing the requested works.
- (8) Submit a Gantt chart for the entire requested work activities.
- (9) Submit Quality and Risk assessment plan associated with requested work, limited to three pages for each plan.
- (10) Copy of Valid Commercial license of your company to render the requested service.
- (11). Copy of Workmen Compensation certificate.
- (12) Submit detail/data sheets for the following:
 - a. Metallic pole of Satellite terminal
 - b. Louver fence
 - c. Paver
 - d. Metallic light pole
 - e. 600volts rated unarmored 5core copper10sq.mm cable
 - f. Metallic ramp
 - g. Signages
 - h. Construction details of manhole
 - i. Pre-cast footing
 - j. Footing for the light pole

C. 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) A site visit has been scheduled at **10:00 a.m. on Thursday, February 4, 2021**

(c) Participants will meet at the **Main Gate (CAC 1) of the U.S. Embassy, Abu Dhabi.**

NOTE TO INTERESTED COMPANIES* - Due to security concerns requirements all vendors who plan on attending the site visit/ pre-quotation conference must contact Abu Dhabi Contracts via email at AbuDhabiContracts@state.gov (Telephone: +971-414-2269) in order to provide the names of all individuals who will attend as well as the name of the company they represent. The information must be provided on the attached Site Visit Access Request form no later than **10:00 a.m. on February 2, 2021**. Following are the required details for access request application.

- Name (Last, First)
- Nationality
- ID number (Passport or Emirates ID or Driver's license)
- Company Name
- Contact number:

On the date of the conference, all company representatives who have provided notification that they will attend must present matching photo identification (original) in order to be allowed access. Anyone attempting to attend the pre-quotation conference without the requested prior notification will be denied entry.

No statements made by the Government at the pre-quotation conference shall be considered to be a change to the solicitation unless a written amendment is issued.

D. MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be: USD 50,000–USD 60,000.

E. LATE QUOTATIONS. Late quotations shall be handled in accordance with FAR.

F. 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer.

Also, the full text of a solicitation provision may be accessed electronically at: <http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/vffara.htm>. Please note these addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov> to access the link to the FAR, or use of an Internet "search engine" (for example, Google, Yahoo or Excite) is suggested to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation provisions are incorporated by reference (48 CFR CH. 1):

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

K. EVALUATION CRITERIA

Award will be made to the lowest priced, acceptable, responsible quoter. The Government reserves the right to reject quotations that are unreasonably low or high in price.

The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ. The Government will determine responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- otherwise, qualified and eligible to receive an award under applicable laws and regulations.

SECTION L - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

L.1 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments
- (c) otherwise due under the contract.

- (d) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(e) Taxpayer Identification Number (TIN).

TIN: _____

- ☐ TIN has been applied for.
- ☐ TIN is not required because:
 - ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
 - ☐ Offeror is an agency or instrumentality of a foreign government;
 - ☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of Organization.

- ☐ Sole Proprietorship;
- ☐ Partnership;
- ☐ Corporate Entity (not tax exempt);
- ☐ Corporate Entity (tax exempt);
- ☐ Government Entity (Federal, State or local);

- ☐ Foreign Government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(f) Common Parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
- ☐ Name and TIN of common parent:
Name _____
TIN _____
(End of provision)

L.2 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2020)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 236118, 236220, 237110, 237310, 237990.

(2) The small business size standard is **\$36.5 Million USD**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) (1) If the provision at [52.204-7](#), System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at [52.204-7](#), System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) ☐ Paragraph (d) applies.

(ii) ☐ Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in [part 13](#);

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) [52.203-18](#), Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the provision at [52.204-7](#), System for Award Management.

(v) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) [52.204-26](#), Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(viii) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) [52.209-11](#), Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) [52.214-14](#), Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) [52.219-1](#), Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiv) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.

(xv) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.

(xvi) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvii) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xix) [52.223-22](#), Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at [52.204-7](#).)

(xx) [52.225-2](#), Buy American Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

(xxi) [52.225-4](#), Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at [52.225-3](#).

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$83,099, the provision with its Alternate II applies.

(D) If the acquisition value is \$83,099 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).

(xxiii) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

___ (i) [52.204-17](#), Ownership or Control of Offeror.

___ (ii) [52.204-20](#), Predecessor of Offeror.

___ (iii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iv) [52.222-48](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.

___ (v) [52.222-52](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

___ (vi) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

___ (vii) [52.227-6](#), Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (viii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
<hr/>			

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM

(End of provision)

L.3 52.204–24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (OCT 2020).

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in paragraph (c)(1) in the provision at 52.204–26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212–3, Offeror Representations and Certifications—Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it “does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services” in paragraph (c)(2) of the provision at 52.204–26, or in paragraph (v)(2)(ii) of the provision at 52.212–3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or

services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B)A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C)Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii)For covered services—

(A)If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B)If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i)For covered equipment—

(A)The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B)A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C)Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii)For covered services—

(A)If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

L.4. 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS REPRESENTATION (NOV 2015)

(a) Definitions. “Inverted domestic corporation” and “subsidiary” have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations ([52.209-10](#)).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2\(b\)](#) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(c) Representation. The Offeror represents that.

- (1) It ☐ is, ☐ is not an inverted domestic corporation; and
- (2) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(End of provision)

L.5. 52.225-18 PLACE OF MANUFACTURE (SEPT 2006)

(a) *Definitions.* As used in this clause—

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

- (1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
(2) ☐ Outside the United States.
(End of provision)

L.6 AUTHORIZED CONTRACTOR ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

Name:
Telephone Number:
Address:

L.7 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN – CERTIFICATION (AUG 2009)

(a) *Definitions.* As used in this provision—

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

(b) *Certification.* By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(End of provision)

ATTACHMENT #1 - SAMPLE LETTER OF BANK GUARANTY

Place []

Date []

Contracting Officer

U.S. Embassy, [*Note to CO: insert Post name*]

[*Note to CO: insert mailing address*]

Letter of Guaranty No. _____

SUBJECT: Performance and Guaranty

The Undersigned, acting as the duly authorized representative of the bank, declares that the bank hereby guarantees to make payment to the Contracting Officer by check made payable to the Treasurer of the United States, immediately upon notice, after receipt of a simple written request from the Contracting Officer, immediately and entirely without any need for the Contracting Officer to protest or take any legal action or obtain the prior consent of the Contractor to show any other proof, action, or decision by an other authority, up to the sum of **[amount equal to 20% of the contract price in U.S. dollars during the period ending with the date of final acceptance and 10% of the contract price during contract guaranty period]**, which represents the deposit required of the Contractor to guarantee fulfillment of his obligations for the satisfactory, complete, and timely performance of the said contract **[contract number]** for **[description of work]** at **[location of work]** in strict compliance with the terms, conditions and specifications of said contract, entered into between the Government and **[name of contractor]** of **[address of contractor]** on **[contract date]**, plus legal charges of 10% per annum on the amount called due, calculated on the sixth day following receipt of the Contracting Officer's written request until the date of payment.

The undersigned agrees and consents that said contract may be modified by Change Order or Supplemental Agreement affecting the validity of the guaranty provided, however, that the amount of this guaranty shall remain unchanged.

The undersigned agrees and consents that the Contracting Officer may make repeated partial demands on the guaranty up to the total amount of this guaranty, and the bank will promptly honor each individual demand.

This letter of guaranty shall remain in effect until 3 months after completion of the guaranty period of Contract requirement.

Depository Institution: **[name]**

Address: _____

Representatives: _____

Location: _____

State of Inc.: _____

Corporate Seal: _____

Certificate of Authority is attached evidencing authority of the signer to bind the bank to this document.

**ATTACHMENT #2 - UNITED STATES DEPARTMENT OF STATE
BREAKDOWN OF PRICE BY DIVISIONS OF SPECIFICATIONS**

(1) DIVISION/DESCRIPTION (2) LABOR (3) MATERIALS (4) OVERHEAD
(5) PROFIT (6) TOTAL

1. General Requirements
2. Site Work

3. Concrete
4. Masonry

5. Metals
6. Wood and Plastic

7. Thermal and Moisture
8. Doors and Windows

9. Finishes
10. Specialties

11. Equipment
12. Furnishings

13. Special Construction
14. Conveying Systems

15. Mechanical
16. Electrical

TOTAL(AED):

Allowance Items:

PROPOSAL PRICE (AED):

TOTAL:

Alternates (list separately; do not total):

Offeror:

Date

PRICE BREAKDOWN BY DIVISION OF SPECIFICATION ITEMS

ATTACHMENT #3 – DRAWINGS

(13 pages)

(end of the document)